IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.175 OF 2006

IN

SUMMARY SUIT NO.558 OF 2006

Mahavirprasad Jangid. ...Plaintiff

vs.

Girish Dalal ...Defendant.

Mr.M.G.Mimani, for Plaintiff.

Mr.P.G.Lad, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 8th August, 2006.

P.C.:-

1. Heard the learned Counsel appearing for both the sides. Though, according to the plaintiff, the suit is based on a written contract between the plaintiff and defendant, the documents produced on record do not conclusively establish that there is written contract between the plaintiff and the

defendant. Therefore, though the defendant has not filed any application for leave to defend, in my opinion, in the absence of plaintiff being able to establish primary factor that there is a written contract between the parties, it is hazardous to grant a decree as claimed, in the summary jurisdiction of this Court. Hence, the summons for judgment is disposed of. The defendant is granted leave to defend the suit. Written statement to be filed within a period of Eight weeks from today.